

# CRAVATH, SWAINE & MOORE

RECORDATION NO. 13377-E Filed 1425

SEP 9 11 36 AM '82 ONE HANSEN MANHATTAN PLAZA

SEP 9 - 1982 - 11 45 AM

NEW YORK, N. Y. 10005

FREE OPERATION BR.

INTERSTATE COMMERCE COMMISSION

2-252A043

No. SEP 09 1982

Date .....

Fee \$ 10.00

ICC Washington, D. C.

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FRANCIS F. RANDOLPH, JR.

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ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
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STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER  
EVAN R. CHESLER  
PATRICIA GEOGHEGAN  
D. COLLIER KIRKHAM  
MICHAEL L. SCHLER

August 31, 1982

Amendment Agreement No. 1 Dated as of August 30, 1982  
Amending Reconstruction and Conditional Sale Agreement,  
Transfer Agreement, Lease of Railroad Equipment  
and Hulk Purchase Agreement

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Seaboard Coast Line Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 1 dated as of August 30, 1982, among Seaboard Coast Line Railroad Company, as Lessee and as Builder, First Security Bank of Utah, N.A., as Agent, and First Security State Bank, as Vendee.

Amendment Agreement No. 1 amends a Reconstruction and Conditional Sale Agreement, Transfer Agreement, Lease of Railroad Equipment and Hulk Purchase Agreement each dated as of October 25, 1981, previously filed and recorded with the Interstate Commerce Commission on December 23, 1981, at 10:15 a.m., Recordation Number 13377.

Amendment Agreement No. 1 amends the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement to reflect the railroad equipment delivered, accepted and settled for under this transaction.

13377-E

Please file and record Amendment Agreement No. 1 submitted with this letter and assign it Recordation Number 13377-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for Amendment Agreement No. 1.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich*

Laurance V. Goodrich  
As Agent for  
Seaboard Coast Line Railroad  
Company

Ms. Agatha L. Mergenovich,  
Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

RECORDATION NO. 13377 E  
SEP 9 - 1982 - 11 45 AM  
INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 2044-189 (RC)]

SEP 9 11 36 AM '82

FEB 11 1983

AMENDMENT AGREEMENT No. 1 dated as of August 30, 1982, among SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee" or the "Builder" or the "Seller"), FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the "Agent") and FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with LITTON EQUITY INVESTMENTS, ALPHA INC., a Nevada corporation.

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of October 25, 1981 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of October 25, 1981 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of October 25, 1981 (the "Lease");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of October 25, 1981 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 23, 1981, at 10:55 a.m., recordation number 13377;

WHEREAS the parties hereto now desire to amend the Documents so as to reflect the railroad equipment delivered, accepted and settled for under this transaction;

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.

2. Annex I to the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.

3. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

4. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

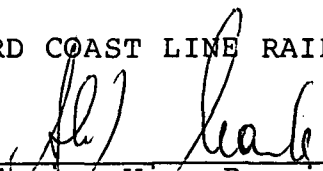
9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs.

Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

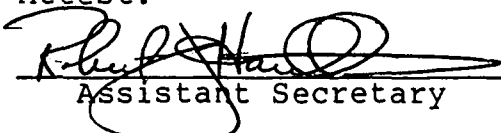
SEABOARD COAST LINE RAILROAD COMPANY,

by

  
Senior Vice President-Finance

[Corporate Seal]

Attest:

  
Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,  
as Agent,

by

\_\_\_\_\_  
Authorized Officer

[Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

FIRST SECURITY STATE BANK, not in  
its individual capacity, but solely  
as trustee for the Owners,

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

STATE OF FLORIDA, )  
 ) ss.:  
COUNTY OF DUVAL, )

On this 30<sup>th</sup> day of August 1982, before me personally appeared Alex J. Mandl, to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Burke S. Kelly  
Notary Public  
LIC, STATE OF FLORIDA

My Commission Expires      NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company

[illegible]

On this            day of August 1982, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

## My Commission Expires

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE,)

On this            day of August 1982, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

My Commission Expires

# RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

## Schedule A--Specifications of the Equipment

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>SCL Railroad Road Numbers (Inclusive)</u>	<u>Hulk Purchase Price</u>		<u>Estimated Base Reconstruction Cost</u>		<u>Estimated Purchase Price</u>	
				<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>
182	XM or XL	77-ton Box Cars	See Note 1	\$7,000	\$1,274,000	\$21,590	\$3,929,380	\$28,590	\$5,203,380
124	HMS	70- and 100-ton Wet Rock Hopper Cars	See Note 2	\$7,000	868,000	\$18,820	2,333,680	\$25,820	3,201,680
								Total	<u>\$8,405,060</u>

Builder's Specifications and Place of Delivery: Waycross, Georgia, or Tampa, Florida. Specifications attached.



## EXHIBIT 2

## TRANSFER AGREEMENT

## ANNEX I

<u>Quantity</u>	<u>Description</u>	To Be Selected from Series <u>Bearing Road Numbers</u>
182	77-ton Box Cars	See Note 1
124	70 and 100-ton Wet Rock Hopper Cars	See Note 2

## EXHIBIT 3

Lease of Railroad Equipment

## SCHEDULE A

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
182	XM or XL	77-ton Box Cars	See Note 1
124	HMS	70 and 100-ton Open Top Wet Rock Hopper Cars	See Note 2

## EXHIBIT 4

## HULK PURCHASE AGREEMENT

## EXHIBIT A

<u>Quantity</u>	<u>Description</u>	<u>To be selected from Series Bearing Road Numbers</u>	<u>Hulk Purchase Price</u>	<u>Total Purchase Price</u>
182	77-ton Box Cars	See Note 1	\$7,000	\$1,274,000
124	70 and 100-ton Wet Rock Hopper Cars	See Note 2	\$7,000	868,000
				<u>\$2,142,000</u>

## NOTE 1

## 182 77-TON CUF BOX CARS

SCL 635017	SCL 635401	SCL 635765	SCL 636012	SCL 815311	SCL 816150
635021	635413	635771	636048	815335	816161
635034	635417	635774	636064	815339	816169
635037	635424	635785	636072	815345	816187
635044	635470	635794	636100	815353	816217
635048	635471	635798	636101	815357	816220
635054	635477	635803	636110	815367	816262
635064	635493	635807	636120	815369	816354
635078	635507	635810	636121	815407	816358
635108	635520	635811	636178	815415	816425
635110	635550	635827	636199	815420	816436
635152	635551	635838	815013	815431	816558
635164	635562	635855	815044	815448	816570
635174	635565	635867	815045	815454	816578
635184	635570	635928	815048	815475	816584
635195	635574	635929	815056	816004	816591
635211	635609	635942	815110	816013	816617
635221	635615	635945	815126	816016	816629
635225	635618	635946	815135	816021	816632
635234	635639	635957	815151	816036	816646
635281	635650	635959	815155	816044	816678
635288	635670	635967	815160	816072	816692
635300	635677	635972	815181	816080	816693
635309	635681	635981	815209	816081	816707
635314	635683	635985	815238	816090	816710
635322	635693	635992	815245	816102	816726
635343	635721	636002	815265	816124	816739
635357	635733	636004	815278	816132	816743
635367	635742	636005	815284	816135	
635373	635743	636006	815289	816143	
635379	635747				
635384	635760				

## 124 WET ROCK HOPPER CARS

SCL 737001	SCL 737070	SCL 737159	SCL 737238	SCL 737308	SCL 737352
737002	737073	737162	737239	737310	737353
737010	737090	737166	737249	737312	737354
737111	737092	737168	737254	737314	737355
737012	737093	737179	737260	737316	737357
737013	737097	737182	737266	737317	737358
737016	737100	737183	737271	737319	737359
737023	737104	737186	737272	737323	737360
737024	737106	737191	737277	737325	737365
737028	737109	737193	737278	737329	737367
737029	737113	737194	737280	737330	737368
737032	737118	737195	737284	737331	737374
737041	737119	737197	737286	737336	737378
737054	737121	737203	737289	737342	737379
737056	737123	737207	737290	737343	737380
737059	737125	737209	737291	737344	737386
737060	737132	737219	737296	737345	737393
737065	737140	737220	737301	737346	737395
737066	737144	737224	737302	737348	737396
737067	737148	737227	737305	737349	737401
737069	737152	737234	737306		

AMENDMENT AGREEMENT No. 1 dated as of August 30, 1982, among SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee" or the "Builder" or the "Seller"), FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the "Agent") and FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with LITTON EQUITY INVESTMENTS, ALPHA INC., a Nevada corporation.

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of October 25, 1981 (the "RCSA");

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WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of October 25, 1981 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 23, 1981, at 10:55 a.m., recordation number 13377;

WHEREAS the parties hereto now desire to amend the Documents so as to reflect the railroad equipment delivered, accepted and settled for under this transaction;

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule A (Specifications of the Equipment) to the RCSA is hereby deleted and Exhibit 1 hereto is hereby substituted therefor.

2. Annex I to the Transfer Agreement is hereby deleted and Exhibit 2 hereto is hereby substituted therefor.

3. Schedule A to the Lease is hereby deleted and Exhibit 3 hereto is hereby substituted therefor.

4. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Exhibit 4 hereto is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.

9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs.

Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by

Senior Vice President-Finance

[Corporate Seal]

Attest:

Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,  
as Agent,

by

*Stephen B. Fisher*  
Authorized Officer

[Seal]

Attest:

*Edward D. Dyer*  
Authorized Officer

FIRST SECURITY STATE BANK, not in  
its individual capacity, but solely  
as trustee for the Owners,

by

*Randy R. Marchant*  
Authorized Officer

[Corporate Seal]

Attest:

*McClayton*  
Authorized Officer



STATE OF FLORIDA, )  
 ) ss.:  
 COUNTY OF DUVAL, )

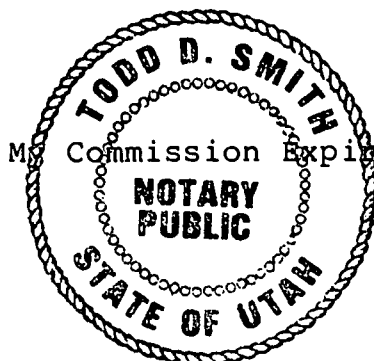
On this        day of August 1982, before me personally appeared Alex J. Mandl, to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
 Notary Public

My Commission Expires

STATE OF UTAH, )  
 ) ss.:  
 COUNTY OF SALT LAKE, )

On this <sup>7th</sup> ~~August~~ <sup>Sept</sup> day of 1982, before me personally appeared FUCHIA B. EICHERS, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



\_\_\_\_\_  
 Notary Public

STATE OF UTAH,                    )  
   ) ss.:  
 COUNTY OF SALT LAKE,)

On this 7th day of Sept 1982, before me  
 personally appeared RANDY R. MARCHANT, to me personally  
 known, who, being by me duly sworn, says that he is an Autho-  
 rized Officer of FIRST SECURITY STATE BANK, that one of the  
 seals affixed to the foregoing instrument is the corporate  
 seal of said bank, and that said instrument was signed and  
 sealed on behalf of said bank by authority of its Board of  
 Directors, and he acknowledged that the execution of the  
 foregoing instrument was the free act and deed of said bank.

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires 8/13/85

# RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

## Schedule A--Specifications of the Equipment

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>SCL Railroad Road Numbers (Inclusive)</u>	<u>Hulk Purchase Price</u>		<u>Estimated Base Reconstruction Cost</u>		<u>Estimated Purchase Price</u>	
				<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>
182	XM or XL	77-ton Box Cars	See Note 1	\$7,000	\$1,274,000	\$21,590	\$3,929,380	\$28,590	\$5,203,380
124	HMS	70- and 100-ton Wet Rock Hopper Cars	See Note 2	\$7,000	868,000	\$18,820	2,333,680	\$25,820	3,201,680
								Total	<u>\$8,405,060</u>

Builder's Specifications and Place of Delivery: Waycross, Georgia, or Tampa, Florida. Specifications attached.

## EXHIBIT 2

## TRANSFER AGREEMENT

## ANNEX I

<u>Quantity</u>	<u>Description</u>	To Be Selected from Series <u>Bearing Road Numbers</u>
182	77-ton Box Cars	See Note 1
124	70 and 100-ton Wet Rock Hopper Cars	See Note 2

## EXHIBIT 3

Lease of Railroad Equipment

## SCHEDULE A

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
182	XM or XL	77-ton Box Cars	See Note 1
124	HMS	70 and 100-ton Open Top Wet Rock Hopper Cars	See Note 2

## EXHIBIT 4

## HULK PURCHASE AGREEMENT

## EXHIBIT A

<u>Quantity</u>	<u>Description</u>	<u>To be selected from Series Bearing Road Numbers</u>	<u>Hulk Purchase Price</u>	<u>Total Purchase Price</u>
182	77-ton Box Cars	See Note 1	\$7,000	\$1,274,000
124	70 and 100-ton Wet Rock Hopper Cars	See Note 2	\$7,000	868,000
				<u>\$2,142,000</u>

## NOTE 1

## 182 77-TON CUF BOX CARS

SCL 635017	SCL 635401	SCL 635765	SCL 636012	SCL 815311	SCL 816150
635021	635413	635771	636048	815335	816161
635034	635417	635774	636064	815339	816169
635037	635424	635785	636072	815345	816187
635044	635470	635794	636100	815353	816217
635048	635471	635798	636101	815357	816220
635054	635477	635803	636110	815367	816262
635064	635493	635807	636120	815369	816354
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635211	635609	635942	815110	816013	816617
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635300	635677	635972	815181	816080	816693
635309	635681	635981	815209	816081	816707
635314	635683	635985	815238	816090	816710
635322	635693	635992	815245	816102	816726
635343	635721	636002	815265	816124	816739
635357	635733	636004	815278	816132	816743
635367	635742	636005	815284	816135	
635373	635743	636006	815289	816143	
635379	635747				
635384	635760				

## NOTE 2

## 124 WET ROCK HOPPER CARS

SCL 737001	SCL 737070	SCL 737159	SCL 737238	SCL 737308	SCL 737352
737002	737073	737162	737239	737310	737353
737010	737090	737166	737249	737312	737354
737111	737092	737168	737254	737314	737355
737012	737093	737179	737260	737316	737357
737013	737097	737182	737266	737317	737358
737016	737100	737183	737271	737319	737359
737023	737104	737186	737272	737323	737360
737024	737106	737191	737277	737325	737365
737028	737109	737193	737278	737329	737367
737029	737113	737194	737280	737330	737368
737032	737118	737195	737284	737331	737374
737041	737119	737197	737286	737336	737378
737054	737121	737203	737289	737342	737379
737056	737123	737207	737290	737343	737380
737059	737125	737209	737291	737344	737386
737060	737132	737219	737296	737345	737393
737065	737140	737220	737301	737346	737395
737066	737144	737224	737302	737348	737396
737067	737148	737227	737305	737349	737401
737069	737152	737234	737306		